

# State of Michigan

## State Preventive Dental Plan

### Delta Dental PPO

A national  
Point-of-Service  
program



Delta Dental PPO (Point-of-Service) is a national point-of-service preferred provider organization administered by Delta Dental of Michigan. You can go to any licensed dentist, but you could increase your benefits and lower your out-of-pocket costs by going to a PPO dentist. If you do not go to a PPO dentist, you will have additional access to dentists who participate in Delta Dental Premier, our carefully managed fee-for-service program. However, you might have to pay more. If you visit a dentist who does not participate in any of Delta Dental's programs, you will be responsible for the difference between Delta Dental's payment and the nonparticipating dentist's fee, and you may need to file your own claims.



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# WELCOME!

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Delta Dental Plan of Michigan, Inc. is a nonprofit dental care corporation, doing business as Delta Dental of Michigan. Delta Dental of Michigan is the state's dental benefits specialist. Good oral health is a vital part of good general health, and your State Preventive Dental Plan is designed to promote regular dental visits. We encourage you to take advantage of this program by calling your Dentist today for an appointment.

The benefits described in this booklet are provided under the self-funded State Preventive Dental Plan administered by Delta Dental Plan of Michigan, Inc. (Delta Dental) under the direction of the Michigan Civil Service Commission, Employee Benefits Division (MCSC, EBD). These benefits are not insured with Delta Dental, but will be payable from funds administered by MCSC, EBD.

MCSC, EBD is responsible for implementing State Preventive Dental Plan benefits and future changes in benefits. Delta Dental will provide certain services on behalf of MCSC, EBD through an administrative services only contract. Information concerning people enrolled under the State Preventive Dental Plan may be reviewed by Delta Dental of Michigan.

This document is not a contract. Rather, it is intended to be a summary description of benefits. Every effort has been made to ensure the accuracy of this benefit booklet. However, if statements in this booklet differ from applicable Delta Dental coverage documents, then the terms and conditions of those coverage documents will prevail. For additional information on the State Preventive Dental Plan, write to:

**Delta Dental of Michigan  
Customer Service Department  
P.O. Box 9089  
Farmington Hills, MI 48333-9089**

The State Preventive Dental Plan is designed to encourage preventive dental care and assist you with the financial burden of dental bills. Please keep in mind that this Plan is not intended to cover the cost of all services. You should continue to discuss your dentist's charges with the dentist in advance of any treatment to determine your share of the cost.

This booklet includes references to coverage and benefits that are legally enforceable and that the Plan is maintained for the exclusive benefit of employees. Employee participation in this Plan can be terminated by the employee at any time.

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# CUSTOMER SERVICE

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If you have any questions that are not answered in this benefit booklet, or for names of PPO dentists in your area, please call the Customer Service department at Delta Dental of Michigan:

**(800) 524-0150**

This information is also available in alternative accessible formats upon request.

For further information, call the Michigan Relay Center for the hearing impaired:

**7-1-1**

Or use Delta Dental's online Dentist Directory at:

**[www.deltadentalmi.com](http://www.deltadentalmi.com)**

You can easily verify your own benefit, claims and eligibility information online 24 hours a day, seven days a week by visiting [www.deltadentalmi.com](http://www.deltadentalmi.com) and selecting the link for our Consumer Toolkit under the "Enrollees" menu. The Consumer Toolkit will also allow you to print claim forms and ID cards, search our dentist directories, and read oral health tips.

You may send written inquiries to:

**Delta Dental of Michigan  
Customer Service Department  
P.O. Box 9089  
Farmington Hills, MI 48333-9089**

Please include your group name (State of Michigan), your group number (8700), the Subscriber's ID number, and your daytime telephone number on any written inquiries.



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# I. Eligibility Guidelines

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## ***Employees***

You are eligible to enroll in the State Preventive Dental Plan on the first day of the biweekly payroll period following your enrollment, if you are:

- ◆ a Full-Time (FT) employee;
- ◆ a Part-Time (PT) or Job Sharing (JS) employee working 32 hours or more every biweekly pay period; or
- ◆ a Permanent Intermittent (PI) employee expected to work every biweekly pay period and at least 40 percent of full-time annually (a minimum of 832 hours).

A seasonal employee must have an appointment that lasts eight months or more a year.

Certain unclassified state employees are also eligible to enroll.

Your coverage is effective on the first day of the first pay period after you enroll.

An eligible employee who is not enrolled, but is covered by the enrollment of a spouse or parent, may enroll before or within 31 days after termination of the spouse's or parent's coverage. The effective date of coverage is the first day of the pay period after the date of termination or after enrollment, whichever is later.

## ***Dependents***

You may continue to cover your legal spouse and any of your unmarried children up to the end of the pay period after their 19<sup>th</sup> birthday or up to age 25 if they are unmarried, regularly attending an accredited educational institution, and dependent on you for at least 50 percent of their support. These dependents can include:

- ◆ your child(ren) by birth, legal adoption, or legal guardianship while they are in your custody and dependent on you for support.
- ◆ your child(ren) by birth or legal adoption who do not reside with you, but are your legal responsibility for the provision of medical care (e.g., children of divorced parents).

You will need to provide proof of dependents' eligibility. When properly enrolled, your dependent's State Preventive Dental Plan coverage is effective the same day as yours.

## **Dependents in the Armed Forces**

No person will be considered a dependent while in the armed forces of any country.

## **Dependents Between the Ages of 19 and 25**

Dependents who meet the eligibility requirements may continue to be covered under the State Preventive Dental Plan as a member after they reach the age of 19. This dependent coverage may continue up to the age of 25 if they remain eligible. Coverage for these dependents will be exactly the same as yours.

To be eligible, these dependents must meet all of the following requirements.

Your natural or adopted child or child for whom you have legal guardianship may be covered as a dependent, as long as he or she is:

- ◆ unmarried and;
- ◆ between the ages of 19 and 25;
- ◆ regularly attending school;
- ◆ and dependent on you to provide at least 50 percent of their support.

## **Incapacitated Children**

If your enrolled dependent is an incapacitated child, your coverage for this child will automatically continue at and beyond age 19 as long as (1) he or she continues to be incapacitated and (2) coverage does not terminate for any other reason. Your child will be considered incapacitated if he or she is unable to earn his or her own living because of a mental or physical impairment and he or she depends chiefly on you for support and maintenance. The disability must have started before the 19<sup>th</sup> birthday. Before your child turns 19, you must contact the MI HR Service Center for additional information on the continuation of coverage. Proof that your child is incapacitated must be submitted periodically.

## Dual Enrollment

No person may be covered as both an “employee” and “dependent”, nor as a dependent child of more than one employee. If you and your spouse are both employed by the State of Michigan, dental coverage may be carried separately or as one enrollment with dependent coverage. Your children may NOT be listed on both your and your spouse’s (or your and your ex-spouse’s) State Preventive Dental Plan if you maintain separate enrollments.

Should you or your spouse separate from State service, take a leave of absence, or become laid off, the departing employee may be enrolled as a dependent on the remaining employee’s State Preventive Dental Plan providing the remaining employee:

- ◆ was covered as a dependent of the departing employee or was enrolled separately as an employee; and
- ◆ continues to meet the eligibility requirements.

Once you return to work, you must wait until the State’s next Open Enrollment period before you may transfer your coverage back into your own name.

## Applying for Coverage

You may apply for dental care coverage when you meet State Preventive Dental Plan requirements for eligibility. You may enroll yourself and your eligible dependents within 31 days after your eligibility date by calling the MI-HR Service Center at (877)766-6447.

An eligible employee who is not enrolled but is covered by the enrollment of a spouse or parent may enroll within 31 days after termination of the spouse’s or parent’s coverage. The effective date of coverage is the first day of the payroll period after the date of termination or after enrollment, whichever is later.

When your dependents are properly enrolled at the time you enroll, their State Preventive Dental Plan coverage is also effective the same day as yours.

If you do not enroll when newly hired, or if you do not enroll your eligible dependents at that time (or when newly acquired), you will be given other opportunities to enroll or add to your enrollment during Open Enrollment periods or in the event of a “family status change” (described in the Family Status Change section).

## Family Status Change

Mid-year changes in your enrollment will be allowed during the benefit year based on what the Internal Revenue Service (IRS) calls a “family status change.” These changes occur if you lose or need coverage because:

- ◆ you get married or divorced;
- ◆ a child is born or adopted;
- ◆ you gain legal guardianship of a child;
- ◆ your spouse begins or ends employment;
- ◆ your spouse changes from part-time to full-time (or vice versa) or takes an unpaid leave of absence resulting in a significant change in your coverage; or
- ◆ there is a significant change in your coverage (or your spouse’s coverage) through your spouse’s (non-State of Michigan) employer plan.

If you wish to enroll a newly acquired dependent after your coverage becomes effective, or if another family status change occurs, notify the MI HR Service Center at (877) 766-6447 within 31 days. **If you fail to enroll a newly acquired dependent within 31 days of acquiring that dependent, you will have an opportunity to add to your enrollment during the next Open Enrollment period.**

The coverage effective date for a newly acquired dependent will be the date he or she is acquired (by birth, adoption, legal guardianship). The effective date for any other family status changes (marriage, divorce) will be the first day of the payroll period following the family status change or after enrollment, whichever is later.

## Transfer to Another State Agency or Employee Bargaining Unit

If you transfer from one State agency to another, your existing enrollment will be transferred automatically to the new agency without interruption. If you transfer from one employee bargaining unit to another, your enrollment will be transferred automatically.

## Open Enrollment Period

If you are not already enrolled, you may register to enroll during an announced Open Enrollment period. If you are already enrolled, you may change your existing enrollment to include eligible dependents. The

effective date of your enrollment or change will be as prescribed in the Open Enrollment materials.

## ***Cancellation of Coverage***

### **Employees**

An election may be revoked or changed at any time if the change is the result of a change in family status as defined under Internal Revenue Code Section 125. The cancellation effective date will be the last day of the last payroll period in which a premium is paid.

Your coverage under the State Preventive Dental Plan will automatically terminate (except as explained under “Continuation of Coverage”) in the event of the following, whichever occurs first:

- ◆ when your employment terminates;
- ◆ when you are no longer in an eligible classification of employees;
- ◆ on the last day of the last payroll period for which you made a required premium contribution; or
- ◆ when the entire group contract is discontinued.

### **Dependents**

An election may be revoked or changed at any time if the change is the result of a change in family status as defined under Internal Revenue Code Section 125. The cancellation effective date will be the last day of the last payroll period in which a dependent contribution is paid. In the event of divorce, the spouse’s cancellation effective date will be the date of divorce.

Your dependent’s coverage will automatically terminate (except as explained under “Continuation of Coverage”) in the event of the following, whichever occurs first:

- ◆ when your dependent becomes eligible for coverage as an employee;
- ◆ when your coverage terminates;
- ◆ when your dependent no longer meets the definition of an eligible dependent (**note:** ex-spouses are not eligible);
- ◆ on the last day of the last payroll period for which you made any required dependent premium contribution; or

- ◆ when the entire group and/or the group dependent contract is discontinued.

## **Loss of Eligibility During Treatment**

If you or your eligible dependent loses eligibility while receiving dental treatment, only Covered Services received while you or your eligible dependent were covered under the Plan will be payable.

Certain procedures begun before the loss of eligibility may be covered if they are completed within a 60-day period measured from the date of loss of eligibility. In those cases, Delta Dental evaluates those services in progress to determine what portion, if any, is payable by the State Preventive Dental Plan through Delta Dental. The balance of the total fee is your responsibility.

## ***Continuation of Coverage***

When your enrollment or your dependent’s enrollment in the State Preventive Dental Plan has been cancelled, you or your dependent may be eligible for the continuation of benefits as explained below.

### **Retirement**

If you retire any time prior to the end of the month with a pension beginning the first of the next month, coverage as an active employee is automatically continued to the end of the month.

### **Death of Employee**

In the event of your death, State Preventive Dental Plan coverage will automatically continue for your dependent if he or she will receive an immediate monthly pension benefit from the State of Michigan.

If your dependent is not going to receive a monthly pension benefit following your death, coverage will end 30 days following your death unless your dependent continues State Preventive Dental Plan coverage pursuant to Federal COBRA regulations. (See “COBRA Continuation”).

### **COBRA Continuation**

You and your enrolled dependents may continue terminated State Preventive Dental Plan coverage for up to 18 months by paying the full monthly premium (including the share that is paid by the State) directly to the State if coverage is terminated because of either the employee’s suspension or reduction in the

employee's work hours (including a PT/PI "furlough"), or the employee's termination from employment (including deferred retirement), unless the termination was for gross misconduct.

Enrolled dependents may also continue State Preventive Dental Plan coverage for up to 36 months by paying the full monthly premium (including the share that is paid by the State) directly to the State. Dependents may continue coverage if the coverage is terminated as a result of the employee's death, divorce, or legal separation (if the legal separation caused the loss of coverage).

## COBRA Notification and Application

**You or a family member must notify the MI HR Service Center when a divorce occurs or when a dependent child is no longer eligible.** For all other qualifying events, your personnel office will notify you and your enrolled family members of your right to continue terminated coverage.

In any case, you (or your dependents) must apply for the continuation of terminated coverage no later than 60 days from the date of your qualifying event or the date coverage ended, whichever is later. This continuation opportunity will end if an application is not submitted or the full COBRA premium is not paid within the stated time limits.



## While the Employee is on a Layoff

If you are an employee on a layoff, you may continue terminated State Preventive Dental Plan coverage for yourself and your enrolled dependents for up to 18

months by paying the full monthly premium (including the share that is paid by the State) directly to the State. You can elect to pre-pay the "employee's share" of the biweekly premium covering the first two pay periods after the layoff by having the premiums deducted from your last pay check. The State will then contribute the "State's share." This four-week "prepaid period" will not extend the 36-month time period allowed for the continuation of active coverage.

## While the Employee is on a Leave of Absence

If you are an employee on a leave of absence, you may continue terminated State Preventive Dental Plan coverage for you and your dependents for up to 18 months by paying the full monthly premium (including the share that is paid by the State) directly to the State.

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## II. Summary of Benefits

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Enrolled employees and covered dependents are entitled to those covered dental services listed below to the extent specified in bargaining unit contracts or the Compensation Plan and summarized in the State of Michigan Summary of Benefits.

### **Diagnostic & Preventive Services**

#### **Diagnostic Services - 100%\***

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Services and procedures to evaluate existing conditions and/or to prevent dental abnormalities or disease. Covered Services include oral examinations limited to twice in a Plan Year.

#### **Preventive Services – 100%\***

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Services and procedures to prevent dental abnormalities or disease. Covered Services include:

- ◆ three prophylaxes (teeth cleanings), including periodontal prophylaxes, in a Plan Year;
- ◆ two fluoride treatments for enrolled dependents under age 19, in a Plan Year; and
- ◆ space maintainers for enrolled dependents under age 14.



## Brush Biopsy – 100%\*

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Oral brush biopsy procedure and laboratory analysis to detect oral cancer, an important tool that uses “Star Wars” technology to identify and analyze precancerous and cancerous cells. The brush biopsy represents a breakthrough in the fight against oral cancer. Using this diagnostic procedure, dentists can identify and treat abnormal cells that could become cancerous, or they can detect the disease in its earliest and most treatable stage. The test is quick, accurate, and involves little or no patient discomfort.

## Radiographs – 100%\*

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X-rays as required for routine care or as necessary for the diagnosis of a specific condition. Covered Services include full mouth X-rays once every five years and bitewing X-rays no more than once in a Plan Year unless special need is shown.

\* In the event that you seek treatment from a dentist who does not participate in any of Delta Dental’s programs, you may be responsible for more than the percentage indicated above.

## III. Selecting a Dentist

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You may choose any Dentist. Your out-of-pocket costs are likely to be less if you go to a Delta Dental PPO Dentist. PPO Dentists agree to accept payment according to the PPO Dentist Schedule, and, in most cases, this results in a reduction of their fees. Delta Dental will also pay a higher percentage for Covered Services if you go to a PPO Dentist.

If the Dentist you select is not a PPO Dentist, you will have back-up coverage through Delta Dental Premier. Again, your out-of-pocket expenses will vary depending on the participating status of the Dentist. Your coverage levels will be slightly lower, but you can still save money. In this case, there are two options:

- ◆ If you go to a non-PPO Dentist who participates in Delta Dental Premier, the fee reduction is not the same as with the PPO Dentists. However, Premier Dentists agree to accept Delta Dental’s Maximum Approved Fee as payment in full for Covered Services.
- ◆ If you choose a Dentist who does not participate in either program, you will be responsible for any

difference between Delta Dental’s allowed fee and the Dentist’s Submitted Fee, in addition to any Copayment.

A list of Participating Dentists will be provided upon request. Although this list is accurate as of the date printed on it, changes may occur. To verify that a Dentist is a Participating Dentist, you can use Delta Dental’s online Dentist Directory at [www.deltadentalmi.com](http://www.deltadentalmi.com) or call (800) 524-0150.

## IV. Accessing Your Benefits

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To use your Plan, follow these steps:

1. Please read this benefit booklet carefully so you are familiar with the benefits, payment mechanisms, and provisions of your Plan.
2. Make an appointment with your Dentist and tell him or her that you have dental benefits coverage with Delta Dental. If your Dentist is not familiar with your Plan or has questions about the Plan, have him or her contact Delta Dental by (a) writing Delta Dental, Attention: Customer Service, P.O. Box 9089, Farmington Hills, Michigan, 48333-9089, or (b) calling the toll-free number, (800) 524-0150.
3. After you receive your dental treatment, you or the dental office staff will file a claim form, completing the information portion with:
  - a. The Subscriber’s full name and address;
  - b. The Subscriber’s ID number;
  - c. The name and date of birth of the person receiving dental care;
  - d. The group’s name and number.

Claims and completed information requests should be mailed to:

**Delta Dental  
P.O. Box 9085  
Farmington Hills, Michigan 48333-9085**

Delta Dental recommends Predetermination before your Dentist provides any services where the total charges will exceed \$200. Predetermination is not a prerequisite to payment, but it allows claims to be processed more efficiently and allows you to know

what services will be covered before your Dentist provides them. You and your Dentist should review your Predetermination Notice before treatment. Once treatment is complete, the dental office will enter the dates of service on the Predetermination Notice and submit it to Delta Dental for payment.

Because the amount of your benefits is not conditioned on a Predetermination decision by Delta Dental, all claims under this Plan are Post-Service Claims. Once a claim is filed, Delta Dental will decide it within 30 days of receiving it. All claims for benefits must be filed within 12 months of the date the services were completed. If there is not enough information to decide your claim, Delta Dental will notify you or your Dentist within 30 days. The notice will (a) describe the information needed, (b) explain why it is needed, (c) request an extension of time in which to decide the claim, and (d) inform you or your Dentist that the information must be received within 45 days or your claim will be denied. You will receive a copy of any notice that is sent to your Dentist. Once Delta Dental receives the requested information, it will have 15 days to decide your claim. If you or your Dentist fails to supply the requested information, Delta Dental will have no choice but to deny your claim. Once Delta Dental decides your claim, it will notify you within five days.



If you have been approved for a course of treatment and that course of treatment is reduced or terminated before it has been completed, or if you wish to extend the course of treatment beyond what was agreed upon, you may file a Concurrent Care Claim seeking to restore the remainder of the treatment regimen or extend the course of treatment. All Concurrent Care Claims will be decided in sufficient time so that, if your claim is denied (in whole or in part), you can seek a review of that decision before the course of treatment is scheduled to terminate.

You may also appoint an authorized representative to deal with the Plan on your behalf with respect to any benefit claim you file or any review of a denied claim you wish to pursue (see the Claims Appeal Procedure section). Call Delta Dental's Customer Service department, toll-free, at (800) 524-0150, or write them at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089, to request a form to designate the person you wish to appoint as your representative. While in some circumstances your Dentist may be treated as your authorized representative, generally only the person you have authorized on the last dated form filed with Delta Dental will be recognized. Once you have appointed an authorized representative, Delta Dental will communicate directly with your representative and will not inform you of the status of your claim. You will have to get that information from your representative. If you have not designated a representative, Delta Dental will communicate with you directly.

Questions regarding your plan or coverage should be directed to Delta Dental's Customer Service department, toll-free, at (800) 524-0150. You may also write to Delta Dental's Customer Service department, P.O. Box 9089, Farmington Hills, Michigan, 48333-9089. When writing to Delta Dental, please include your name, the group's name and number, the Subscriber's ID number, and your daytime telephone number.

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## V. How Payment is Made

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1. If the Dentist is a PPO Dentist and a Premier Dentist, Delta Dental will base payment on the lesser of:
  - a. The Submitted Amount;
  - b. The PPO Dentist Schedule; or
  - c. The Maximum Approved Fee.

Delta Dental will send payment to the PPO Dentist, and the Subscriber will be responsible for any difference between Delta Dental's payment and the PPO Dentist Schedule or the Maximum Approved Fee for Covered Services. The Subscriber will be responsible for the lesser of the PPO Schedule Amount, the Maximum Approved Fee, or the Dentist's Submitted Amount for most commonly-performed noncovered services. For other noncovered services, the Subscriber will be responsible for the Dentist's Submitted Amount.

2. If the Dentist is a PPO Dentist but is not a Premier Dentist, Delta Dental will base payment on the lesser of:

- a. The Submitted Amount; or
- b. The PPO Dentist Schedule.

Delta Dental will send payment to the PPO Dentist, and the Subscriber will be responsible for any difference between Delta Dental's payment and the PPO Dentist Schedule for Covered Services. The Subscriber will be responsible for the lesser of the PPO Schedule Amount or the Dentist's Submitted Amount for most commonly-performed noncovered services. For other noncovered services, the Subscriber will be responsible for the Dentist's Submitted Amount.

3. If the Dentist is not a PPO Dentist but is a Premier Dentist, Delta Dental will base payment on the lesser of:

- a. The Submitted Amount; or
- b. The Maximum Approved Fee.

Delta Dental will send payment to the Premier Dentist, and the Subscriber will be responsible for any difference between Delta Dental's payment and the Maximum Approved Fee for Covered Services. The Subscriber will be responsible for the lesser of the Maximum Approved Fee or the Dentist's Submitted Amount for most commonly-performed noncovered services. For other noncovered services, the Subscriber will be responsible for the Dentist's Submitted Amount.

4. If the Dentist does not participate in Delta Dental PPO or Delta Dental Premier, Delta Dental will base payment on the lesser of:

- a. The Submitted Amount; or
- b. The Nonparticipating Dentist Fee.

Delta Dental will usually send payment to the Subscriber, who will be responsible for making payment to the Dentist. The Subscriber will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

5. For dental services rendered by an Out-of-Country Dentist, Delta Dental will base payment on the lesser of:

- a. The Submitted Amount; or

- b. The Out-of-Country Dentist Fee.

Delta Dental will usually send payment to the Subscriber, who will be responsible for making payment to the Dentist. The Subscriber will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

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## VI. Exclusions and Limitations

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### *Exclusions*

**Delta Dental will make no payment for the following services. All charges for the following services will be the responsibility of the Subscriber (though the Subscriber's payment obligation may be satisfied by insurance or some other arrangement for which the Subscriber is eligible):**

1. Services for injuries or conditions payable under Workers' Compensation or Employer's Liability laws. Benefits or services that are available from any government agency, political subdivision, community agency, foundation, or similar entity. NOTE: This provision does not apply to any programs provided under Title XIX Social Security Act; that is, Medicaid.
2. Services, as determined by Delta Dental, for correction of congenital or developmental malformations, cosmetic surgery, or dentistry for aesthetic reasons.
3. Services or appliances started before a person became eligible under this Plan. This exclusion does not apply to orthodontic treatment in progress.
4. Prescription drugs (except intramuscular injectable antibiotics), medicaments/solutions, premedications, and relative analgesia.
5. General anesthesia and/or intravenous sedation for restorative dentistry or for surgical procedures, unless medically necessary.
6. Charges for hospitalization, laboratory tests, and histopathological examinations.
7. Charges for failure to keep a scheduled visit with the Dentist.

8. Services, as determined by Delta Dental, for which no valid dental need can be demonstrated, that are specialized techniques, or that are investigational in nature as determined by the standards of generally accepted dental practice.
  9. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist under the scope of his or her license.
  10. Those benefits excluded by the policies and procedures of Delta Dental, including the Processing Policies.
  11. Services or supplies for which no charge is made, for which the patient is not legally obligated to pay, or for which no charge would be made in the absence of Delta Dental coverage.
  12. Services or supplies received as a result of dental disease, defect, or injury due to an act of war, declared or undeclared.
  13. Services that are covered under a hospital, surgical/medical, or prescription drug program.
  14. Services that are not within the categories of benefits that have been selected and that are not in the contract.
  15. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.
  16. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medicaments, etc).
  17. Sealants
  18. Space maintainers for maintaining space due to premature loss of anterior primary teeth.
  19. Lost, missing, or stolen appliances of any type and replacement or repair of orthodontic appliances or space maintainers.
  20. Cosmetic dentistry, including repairs to facings posterior to the second bicuspid position.
  21. Veneers.
  22. Prefabricated crowns used as final restorations on permanent teeth.
  23. Appliances, surgical procedures, and restorations for increasing vertical dimension; for altering, restoring, or maintaining occlusion; for replacing tooth structure loss resulting from attrition, abrasion, or erosion; or implantology techniques. If orthodontic services are Covered Services, this exclusion will not apply to orthodontic services as limited by the terms and conditions of the Plan.
  24. Paste-type root canal fillings on permanent teeth.
  25. Replacement, repair, relines, or adjustments of occlusal guards.
  26. Chemical curettage.
  27. Services associated with overdentures.
  28. Metal bases on removable prostheses.
  29. The replacement of teeth beyond the normal complement of teeth.
  30. Personalization/characterization of any service or appliance.
  31. Temporary appliances.
  32. Posterior bridges in conjunction with partial dentures in the same arch.
  33. Precision attachments.
  34. Implants and implant-related services.
  35. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint (TMJ).
  36. Diagnostic photographs, diagnostic casts and cephalometric films.
  37. Myofunctional therapy.
  38. Mounted case analyses.
  39. Simple and major restorative services.
  40. Endodontic services.
  41. Extractions.
  42. Oral surgery services.
  43. Periodontal services except periodontal prophylaxis.
  44. Prosthetic services.
  45. Orthodontic services.
- Delta Dental will make no payment for the following services. Participating Dentists cannot charge eligible people for these services. All charges**

**from Nonparticipating Dentists for the following services will be the responsibility of the Subscriber:**

1. The completion of claim forms.
2. Consultations, when performed in conjunction with examinations/evaluations or diagnostic procedures.
3. Local anesthesia.
4. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
5. Infection control.
6. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the emergency condition.
7. Post-operative X-rays, when done following any completed service or procedure.
8. Periodontal charting.
9. A prophylaxis or subgingival curettage, when done on the same day as root planing.

## ***Limitations***

**The benefits for the following services are limited as follows. All charges for services that exceed these limitations will be the responsibility of the Subscriber. All time limitations are measured from the last date of service in any Delta Dental record or, at the request of your group, any dental plan record:**

1. Bitewing X-rays are payable once per Plan Year. Full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period. A panoramic X-ray (including bitewings) is considered a full mouth X-ray. Additional X-rays are allowed by a specialist.
2. Prophylaxes, including periodontal prophylaxes, are payable three times per Plan Year.
3. Routine oral examinations/evaluations (additional evaluations allowed by a specialist) are payable twice per Plan Year.
4. Preventive fluoride treatments are payable twice per Plan Year for people up to age 19.
5. Space maintainers are payable for people up to age 14.
6. Delta Dental's obligation for payment of benefits ends on the day the coverage is terminated.

However, Delta Dental will make payment for Covered Services provided on or before the termination date, as long as it receives a claim for those services within one year of the date of service.

7. When services in progress are interrupted and completed later by another Dentist, Delta Dental will review the claim to determine the amount of payment, if any, to each Dentist.
8. Care terminated due to the death of an eligible person will be paid to the limit of Delta Dental's liability for the services completed or in progress.
9. Processing Policies may limit treatment.

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## **VII. Claim Appeals**

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Delta Dental will notify you or your authorized representative if you receive an adverse benefit determination after your claim is filed. An adverse benefit determination is any denial, reduction, or termination of the benefit for which you filed a claim, or a failure to provide or to make payment (in whole or in part) of the benefit you sought. This includes any such determination based on eligibility, application of any utilization review criteria, or a determination that the item or service for which benefits are otherwise provided was experimental or investigational or was not medically necessary or appropriate. If Delta Dental informs you that the Plan will pay the benefit you sought but will not pay the total amount of expenses incurred, and you must make a Copayment to satisfy the balance, you may also treat that as an adverse benefit determination.

If you receive notice of an adverse benefit determination, and if you think that Delta Dental incorrectly denied all or part of your claim, you can take the following steps:

First, you or your Dentist should contact Delta Dental's Customer Service department at their toll-free number, (800) 524-0150, and ask them to check the claim to make sure it was processed correctly. You may also mail your inquiry to the Customer Service department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089. When writing, please enclose a copy of your Explanation of Benefits and describe the problem. Be sure to include your name, your telephone number, the date, and any information you would like considered about your claim. This inquiry

is not required and should not be considered a formal request for review of a denied claim. Delta Dental provides this opportunity for you to describe problems and submit information that might indicate that your claim was improperly denied and allow Delta Dental to correct this error quickly.

## ***Claims Appeal Procedure***

Whether or not you have asked Delta Dental informally, as described above, to recheck its initial determination, you can submit your claim to a formal review through the Claims Appeal Procedure described here. To request a formal appeal of your claim, you must send your request in writing to:

**Dental Director  
Delta Dental  
P.O. Box 30416  
Lansing, Michigan 48909-7916**

You must include your name and address, the Subscriber's ID number, the reason you believe your claim was wrongly denied, and any other information you believe supports your claim, and indicate in your letter that you are requesting a formal appeal of your claim. You also have the right to review the Plan and any documents related to it. If you would like a record of your request and proof that it was received by Delta Dental, you should mail it certified mail, return receipt requested.

You or your authorized representative should seek a review as soon as possible, but you must file your appeal within 180 days of the date on which you receive your notice of the adverse benefit determination you are asking Delta Dental to review. If you are appealing an adverse determination of a Concurrent Care Claim, you will have to do so as soon as possible so that you may receive a decision on review before the course of treatment you are seeking to extend terminates.

The Dental Director or any other person(s) reviewing your claim will not be the same as, nor will they be subordinate to, the person(s) who initially decided your claim. The Dental Director will grant no deference to the prior decision about your claim. Instead, he will assess the information, including any additional information that you have provided, as if he were deciding the claim for the first time.

The Dental Director will make a decision within 30 days of receiving your request for the review of Pre-

Service Claims and within 60 days for Post-Service Claims. If your claim is denied on review (in whole or in part), you will be notified in writing. The notice of any adverse determination by the Dental Director will (a) inform you of the specific reason(s) for the denial, (b) list the pertinent Plan provision(s) on which the denial is based, (c) contain a description of any additional information or material that is needed to decide the claim and an explanation of why such information is needed, (d) reference any internal rule, guideline, or protocol that was relied on in making the decision on review and inform you that a copy can be obtained upon request at no charge, (e) contain a statement that you are entitled to receive, upon request and at no cost, reasonable access to and copies of the documents, records, and other information relevant to the Dental Director's decision to deny your claim (in whole or in part), and (f) contain a statement that you may seek to have your claim paid by bringing a civil action in court if it is ultimately denied again on appeal.

If the Dental Director's adverse determination is based on an assessment of medical or dental judgment or necessity, the notice of an adverse determination will explain the scientific or clinical judgment on which the determination was based or include a statement that a copy of the basis for that judgment can be obtained upon request at no charge. If the Dental Director consulted medical or dental experts in the appropriate specialty, the notice will include the name(s) of those expert(s).

If your claim is denied in whole or in part after you have completed this required Claims Appeal Procedure, or Delta Dental fails to comply with any of the deadlines contained therein, you may appeal that decision through procedures provided in the Civil Service Commission Regulation 5.18, which can be accessed from the Rules & Regulations section of the Civil Service Commission website at [www.mi.gov/mdcs](http://www.mi.gov/mdcs). After exhausting the appeal procedure provided by the Civil Service Commission, you may have the right to seek to have your claim paid by filing a civil action in court, but you will not be able to do so unless you have completed both of the levels of appeal described above. Directions for filing a civil action will appear in any final decision by the Civil Service Commission. If you wish to file your claim in court, you must do so within 60 calendar days after the date that the Commission's decision is issued.

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## VIII. General Conditions

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### Coordination of Benefits (Dual Coverage)

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This coordination of benefits provision is designed to provide maximum coverage, but not to exceed 100 percent of the total fee for a given treatment plan.

Please note, for married State of Michigan employees who are both enrolled in the State Preventive Dental Plan, there is no coordination of benefits. However, coordination of benefits is available between the State Preventive Dental Plan and any other group dental plan.

The primary dental program (as specified below) will pay all of the benefits it would owe as if no other coverage was involved. The secondary program will then pay all of the benefits it would owe as if no other coverage was involved, up to 100 percent of the subscriber's liability under that plan. In no case is any program required to pay more than it would have paid without any coordination of benefits.

The program covering the patient as an "employee" is primary over the program covering the patient as a "dependent."

If a dependent child is covered by both parents, the plan covering the parent whose birthday occurs earliest in the calendar year is primary over the other parent's plan. This birthday rule does not apply when the parents are divorced or legally separated, unless the specific terms of the court decree state that the parents will share custody without stating that one parent is responsible for the dental care expenses of the child. In cases where a court decree designates financial responsibility to one parent, the order of benefits determination is outlined below.

In the case of an enrolled dependent child of divorced or legally separated parents, claims will be paid in the following order of priority:

1. The plan covering the child as a dependent of the parent who, under the terms of a divorce decree, has the responsibility for the dental care of the child. In no event will a child be eligible for enrollment unless he or she meets the criteria in the Eligibility section.
2. The plan covering the child as a dependent of the custodial parent.
3. The plan covering the child as a dependent of the custodial parent's spouse.
4. The plan covering the child as a dependent of the non-custodial parent.

If you are enrolled as a Subscriber under more than one plan, the plan that has covered you the longest is primary over the other. However, a program that covers the Subscriber as a laid-off or retired employee (or as the dependent of a laid-off or retired employee) will have a lower priority than a plan that does not.

Contact Delta Dental for information on alternative rules that may apply to dental plans issued outside of Michigan.

### Change of Status

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You must notify Delta Dental, through the MI HR Service Center at (877) 766-6447, of any event that changes the status of an Eligible Dependent. Events that can affect the status of an Eligible Dependent include, but are not limited to, marriage, birth, death, divorce, and entrance into military service.

### Assignment

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Services and/or benefit payments to eligible people are for the personal benefit of those people and cannot be transferred or assigned, other than to the extent necessary to allow direct payments to Participating Dentists.

### Subrogation and Right of Reimbursement

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This provision applies when Delta Dental pays benefits for personal injuries and you have a right to recover damages from another.

### Subrogation

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If Delta Dental pays benefits under this Certificate and you have a right to recover damages from another, Delta Dental is subrogated to that right. You or your legal representative must do whatever is necessary to enable Delta Dental to exercise its rights and do nothing to prejudice them.

To the extent that the Plan provides or pays benefits for Covered Services, Delta Dental is subrogated to any right you or your Eligible Dependent may have to recover from another, his or her insurer, or under his or her "Medical Payments" coverage or any "Uninsured



Motorist,” “Underinsured Motorist,” or other similar coverage provisions.

## Reimbursement

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If you or your Eligible Dependent recover damages from any party or through any coverage named above, you must reimburse Delta Dental from that recovery to the extent of payments made under the Plan.

## Obligation to Assist in the Plan or Delta Dental's Reimbursement Activities

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If you are involved in an automobile accident or require Covered Services that may entitle you to recover from a third party, and the Plan or Delta Dental advances payment to prevent any financial hardship to you or your family, you and your Eligible Dependents have an obligation to help the Plan and/or Delta Dental obtain reimbursement for the amount of the payments advanced for which another source was also responsible for making payment. As part of this obligation, you and your covered Eligible Dependents are required to provide the Plan and/or Delta Dental with any information concerning any other applicable insurance coverage that may be available (including, but not limited to, automobile, home, and other liability insurance coverage, and coverage under another group health plan), and the identity of any other person or entity and his or her insurers (if known), that may be obligated to provide payments or benefits on account of the same Covered Services for which the Plan made payments.

Eligible people are required to (a) cooperate fully in the Plan's and/or Delta Dental's exercise of their right to subrogation and reimbursement, (b) not do anything to prejudice those rights (such as settling a claim against another party without notifying the Plan or Delta Dental, or not including the Plan or Delta Dental as a co-payee of any settlement amount), (c) sign any document deemed by Delta Dental or the Plan Administrator to be relevant in protecting the Plan's and Delta Dental's subrogation and reimbursement rights, and (d) provide relevant information when requested.

The term “information” here includes any documents, insurance policies, and police or other investigative reports, as well as any other facts that may reasonably be requested to help the Plan and/or Delta Dental enforce their rights. Failure by an eligible person to cooperate with the Plan or Delta Dental in the exercise of these rights may result, at the discretion of Delta

Dental or the Plan Administrator, in a reduction of future benefit payments available to that person under the Plan of an amount up to the aggregate amount paid by the Plan or Delta Dental that was subject to the Plan's or Delta Dental's equitable lien, but for which the Plan or Delta Dental was not reimbursed.

## Obtaining and Releasing Information

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While you are covered by Delta Dental, you agree to provide Delta Dental with any information it needs to process your claims and administer your benefits. This includes allowing Delta Dental to have access to your dental records.

## Dentist-Patient Relationship

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Eligible people are free to choose any Dentist. Each Dentist maintains the dentist-patient relationship with the patient and is solely responsible to the patient for dental advice and treatment and any resulting liability.



## Late Claims Submission

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Delta Dental will make no payment for services if a claim for those services has not been received by Delta Dental within one year following the date the services were completed.

## Actions

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No action on a legal claim arising out of or related to this Certificate will be brought until 30 days after notice of the legal claim has been given to Delta Dental. In addition, no action can be brought more than three years after the legal claim first arose. Any person seeking to do so will be deemed to have waived his or her right to bring suit on such legal claim.



## Right of Recovery Due to Fraud

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If Delta Dental pays for dental services that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a claim that contains false or misrepresented information, or pays a claim that is determined to be fraudulent due to the acts of the Subscriber and/or Eligible Dependent, it may recover that payment from the Subscriber and/or Eligible Dependent. Subscriber and/or Eligible Dependent authorizes Delta Dental to recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to the Subscriber and/or Eligible Dependent. Delta Dental will provide an explanation of the payment being recovered at the time the deduction is made.

## Legally Mandated Benefits

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If any applicable law requires broader coverage or more favorable treatment for the Subscriber or an Eligible Dependent than is provided by this Certificate, that law shall control over the language of this Certificate.

## IX. Glossary

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**Anesthesia (General)** – The condition, resulting from administration of anesthetics, in which the patient is rendered completely unconscious and completely without conscious pain.

**Anesthetic** – A drug that produces a loss of feeling or sensation, such as novocaine.

**Bitewing** – Dental X-ray picture showing a part of either the right or left upper and lower jaw.

**Children** – Your natural Children, stepchildren, adopted Children, Children by virtue of legal guardianship, or Children who are residing with you during the waiting period for adoption or legal guardianship.

**Concurrent Care Claims** – Claims for benefits where an ongoing course of treatment has been agreed to by Delta Dental and/or the administrator of your Plan and the coverage for that ongoing treatment is reduced or terminated before the agreed-to course of treatment has been completed. A Concurrent Care Claim may also arise should you request the Plan extend coverage beyond the time period or number of treatments previously agreed to.

**Control Plan (Delta Dental)** – The Delta Dental Plan that contracts with your group. The Control Plan will provide all claims processing, service, and administration for a group. Your Control Plan is Delta Dental of Michigan. The Control Plan will be referred to as Delta Dental in this document.

**Copayment** – As provided by your Plan, the percentage of the charge, if any, that you will have to pay for Covered Services.

**Covered Services** – The unique benefits selected in your Plan. The State of Michigan Summary of Benefits lists the Covered Services provided by the State Preventive Dental Plan.

**Delta Dental** – Delta Dental Plan of Michigan, Inc., a nonprofit dental care corporation providing dental service benefits. Delta Dental is not a commercial insurance company.

**Delta Dental Plan** – An individual dental benefit plan that is a member of the Delta Dental Plans Association, the nation's largest, most experienced system of dental health plans.

**Delta Dental PPO (Point-of-Service)** – Delta Dental's national preferred provider organization program that can reduce your out-of-pocket expenses if you receive care from one of Delta Dental's PPO Dentists. This program has back-up coverage through Delta Dental Premier when treatment is received from a non-PPO Dentist.

**Delta Dental Premier** – Delta Dental's national fee-for-service dental benefits program that covers you when you go to a non-PPO Dentist.

**Dental Hygienist** – A person who has been trained to remove tartar and stains from the surface of the teeth and who may provide additional services and information on the prevention of oral disease.

**Dental Services** – Care and procedures employed by dentists for the diagnosis or treatment of dental disease, injury, or abnormal conditions based on valid dental need according to accepted standards of dental practice.

**Dentist** – A person licensed to practice dentistry in the state or country in which dental services are rendered.

♦ **Delta Dental PPO Dentist (PPO Dentist)** or Participating Dentist – a Dentist who has signed an agreement with the Delta Dental Plan in his or her state to participate in Delta Dental PPO. PPO Dentists agree to accept Delta Dental's fee

determination as payment in full for Covered Services.

- ◆ **Delta Dental Premier Dentist (Premier Dentist)** or Participating Dentist – a Dentist who has signed an agreement with the Delta Dental Plan in his or her state to participate in Delta Dental Premier. Delta Dental Premier Dentists agree to accept Delta Dental's fee determination as payment in full for Covered Services.

Wherever a term of this Certificate differs from your state Delta Dental and its agreement with a Participating Dentist, the agreement in that state with that Dentist will be controlling.

- ◆ **Nonparticipating Dentist** – a Dentist who has not signed an agreement with Delta Dental to participate in Delta Dental PPO or Delta Dental Premier.
- ◆ **Out-of-Country Dentist** – A Dentist whose office is located outside of the United States and its territories. Out-of-Country Dentists are not eligible to sign participating agreements with Delta Dental.



**Fluoride** – A chemical solution that is applied to the teeth for the purpose of preventing dental decay.

**Maximum Approved Fee** – A system used by Delta Dental to determine the approved fee for a given procedure for a given Delta Dental Premier Dentist. A fee meets Maximum Approved Fee requirements if it is the lowest of:

- ◆ The Submitted Amount.
- ◆ The lowest fee regularly charged, offered, or received by an individual Dentist for a dental service, irrespective of Dentist's contractual agreement with another dental benefits organization.

- ◆ The maximum fee that the local Delta Dental Plan approves for a given procedure in a given region and/or specialty, under normal circumstances.

Delta Dental may also approve a fee under unusual circumstances. Participating Dentists are not allowed to charge Delta Dental patients more than the Maximum Approved Fee for the Covered Service. In all cases, Delta Dental will make the final determination about what is the Maximum Approved Fee for the Covered Service.

**Maximum Payment** – The maximum dollar amount Delta Dental will pay in any benefit period or lifetime for covered dental services. (See the Summary of Benefits.)

**Nonparticipating Dentist Fee** – The maximum fee allowed per procedure for services rendered by a Nonparticipating Dentist.

**Out-of-Country Dentist Fee** – The maximum fee allowed per procedure for services rendered by an Out-of-Country Dentist.

**Periapical** – Pertaining to the area of the tooth around the apex (tip) of the root.

**Periodontal Disease** – Disease that weakens and destroys the gums, bones, and membranes surrounding the teeth.

**Plan Year** – The time period in which the Plan's payments for covered services accumulate toward the maximum payment. The State Preventive Dental Plan's Plan Year is October to September.

**Plaque** – A sticky substance made up of bacteria, dead tissue cells, and debris that accumulates on the teeth.

**Post-Service Claims** – Claims for benefits that are not conditioned on your seeking advance approval, certification, or authorization to receive the full amount of any covered benefit. In other words, Post-Service Claims arise when you receive the dental service or treatment before you file a claim for the benefit payment.

**PPO Dentist Schedule** – The maximum amount allowed per procedure for services rendered by a PPO Dentist as determined by that Dentist's local Delta Dental Plan.

**Predetermination (Pre-Service Claims)** – An estimate of the costs of Covered Services to be provided. A Dentist may submit his or her treatment plan to Delta Dental before providing services. Delta Dental reviews the treatment plan and advises you and

your Dentist of what services are covered by your Plan and what Delta Dental's payments may be. Delta Dental's payment for predetermined services depends on continued eligibility and the annual or lifetime Maximum Payments available under your Plan. You are not required to seek a Predetermination. You will receive the same benefits under your Plan whether or not a Predetermination is requested. Predetermination is merely a convenience so that you will know before the dental service is provided how much, if any, of the cost of that service is not covered under your Plan. Since you may be responsible for any cost not covered under your Plan, this is likely to be useful information for you when deciding whether to incur those costs.

**Processing Policies** – Delta Dental's policies and guidelines used for Predetermination and payment of claims. The Processing Policies may be amended from time to time.

**Prophylaxis** – Removal of tartar and stains from the teeth.

**Space Maintainers** – A fixed or removable appliance to prevent the movement of teeth, usually in children.

**State of Michigan Preventive Dental Plan** – (State Preventive Dental Plan or Plan) is the self-insured fee-for-service/cost management program that provides dental benefits to enrolled members.

**Submitted Amount or Submitted Fee** – The fee a Dentist bills to Delta Dental for a specific treatment.

**Subscriber** – An eligible employee enrolled in the State of Michigan Preventive Dental Plan. A Subscriber may enroll his or her eligible dependents.

**Urgent Care Claims** – Those potentially life-threatening claims as defined in the U.S. Department of Labor Regulations at 29 CFR 2560.503-1(M)(1)(I). Any such claims that may arise under this dental coverage are not considered to be Pre-Service Claims and are not subject to any Predetermination requirements.

Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Insurance fraud significantly increases the cost of health care. If you are aware of any false information submitted to Delta Dental, please call our toll-free hotline. Only anti-fraud calls can be accepted on this line.

**ANTI-FRAUD TOLL-FREE HOTLINE:**

**(800) 524-0147**

# **CUSTOMER SERVICE**

If you have any questions that are not answered in this benefit booklet, or for names of PPO Dentists in your area, please call the Customer Service department at Delta Dental of Michigan:

**(800) 524-0150**

**Monday through Friday**

**8:30 a.m. to 8 p.m. Eastern Time**

This information is also available in alternative accessible formats upon request.

For further information, call the Michigan Relay Center for the hearing impaired:

**7-1-1**

Or use Delta Dental's on-line Dentist Directory at:

**[www.deltadentalmi.com](http://www.deltadentalmi.com)**

You can easily verify your own benefit, claims and eligibility information online 24 hours a day, seven days a week by visiting [www.deltadentalmi.com](http://www.deltadentalmi.com) and selecting the link for our Consumer Toolkit under the "Enrollees" menu. The Consumer Toolkit will also allow you to print claim forms and ID cards, search our dentist directories, and read oral health tips.

You may send written inquiries to:

**Delta Dental of Michigan**

**Customer Service**

**P.O. Box 9089**

**Farmington Hills, MI 48333-9089**

Please include your group name (State of Michigan Preventive State Plan), your group number (8700), the Subscriber's ID number, and your daytime telephone number on any written inquiries.

